

Exhibit B

**SUMMARY OF NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION
UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA
*Pokorny, et. al. v. Quixtar, Inc., et. al.***

If you were a Quixtar Independent Business Owner (“IBO”) in the United States at any time between January 1, 2003, and [date of entry of preliminary approval order], your rights may be affected by the settlement of a class action lawsuit pending in the United States District Court for the Northern District of California called *Pokorny et. al. v. Quixtar, Inc., et. al.* Please read this notice carefully and in its entirety.

Complete Notice: The Settlement Class consists of any person who, at any time between January 1, 2003, and [date of preliminary approval order], was (i) an IBO or (ii) a legal entity through which an IBO conducted a Quixtar-related business. If you meet that definition, you should receive a Notice and Claim Form by mail or email. If you do not, you can obtain one from the Claims Administrator, whose contact information is provided below.

The Litigation: Plaintiffs allege that Quixtar violated federal and state laws in connection with the manner in which IBOs were recruited and compensated. Defendants have denied all wrongdoing. The case has been vigorously prosecuted and defended, but there has been no trial, and the Court has not decided who is right.

The Settlement: If the Proposed Settlement is approved by the Court, members of the Settlement Class may be entitled to recover benefits from a \$34 million Cash Fund and \$21 million Product Credit. These benefits are: (1) refunds of one year's registration fees paid by IBOs who left Quixtar not later than the end of their first year; (2) up to \$100 in free Quixtar products for former IBOs who spent at least \$100 on books, tapes or other business support materials; and (3) compensation, not to exceed \$15,000, for documented financial losses of at least \$2,500 resulting from service as a Quixtar IBO. In addition, the Settlement provides for a Consent Order requiring that Quixtar maintain or implement changes in its business model, including extended refund periods, enhanced disclosures, increased training for IBOs in merchandising, lowered product prices, and requirements that Quixtar be responsible for business support materials complying with applicable legal requirements.

Your Options: If you fall within the Settlement Class definition, you have three options: (1) You may remain

in the Settlement Class and submit a Claim Form by [due date] to determine whether you are eligible for compensation under the Settlement Agreement. (2) You may object to the Settlement Agreement by filing an objection with the Claims Administrator no later than [date 30 days before hearing]. (3) You may request exclusion from the Settlement Class by providing the Claims Administrator with your name, address, telephone number, and a statement that you wish to be excluded from the Settlement Class. Your exclusion request must be postmarked no later than [date 30 days before hearing].

Representation: The Court has appointed the law firms of Boies, Schiller & Flexner LLP and Gary, Williams, Finney, Lewis, Watson & Sperando, P.L. (collectively, “Class Counsel”) to represent the Settlement Class. As part of the Settlement Agreement, Class Counsel will request no more than \$20 million in attorneys’ fees and costs, payable from the \$55 million fund described above. You do not have to pay Class Counsel. You do, however, have the right to seek the Court’s permission to appear personally in the action or to appear through your own attorney.

Settlement Hearing: The Court will hold a hearing on [date] at [time] in [place] to consider whether to approve the Settlement Agreement and to consider Plaintiffs’ counsel’s request for fees in an amount based on the value of the Settlement Agreement, but not to exceed \$20 million.

Binding Effect of Settlement. Persons falling within the definition of the Settlement Class who do not request exclusion from the Settlement Class will be bound by the Settlement Agreement as approved by the Court and will not be able to bring their own lawsuit with respect to the subject matter of this litigation.

Claims Administrator: The Claims Administrator may be contacted at [info to be added once Claims Administrator is identified]